

## **PUBLIC CHARTER OPERATOR PARTICIPANT AGREEMENT**

1. **GENERAL:** When you purchase a seat from Red Way (acting as a sales agent on behalf of Fly Next, LLC) on a Fly Next, LLC flight, a contract is made, and each party has certain rights and obligations as set forth below. Fly Next, LLC PO Box 488 Franktown Colorado, 80118, is the authorized Public Charter operator (Fly Next). The price of your trip, dates of the outbound and return flights, origin and destination cities, and other conditions, are as specified in the applicable Red Way / Fly Next itinerary and/or your accepted reservation and are incorporated herein by reference. Unless otherwise specified, the price includes only air transportation.
  
2. **RESERVATIONS AND PAYMENT:** Reservations may be made directly on [www.goflyred.com](http://www.goflyred.com) or through your travel agent. Unless and until full payment has been made, you do not have a confirmed reservation. The only form of payment accepted for transportation on Red Way / Fly Next flights is credit card. **YOUR PAYMENT IS TRANSMITTED DIRECTLY TO FLY NEXT'S PUBLIC CHARTER DEPOSITORY (ESCROW) ACCOUNT AT FIRST INTERNET BANK, 8701 E. 116th ST., FISHERS, IN, 46038.** Your payment is additionally protected in part by a security agreement between Fly Next and IMA Corp. Unless you file a claim with Fly Next, or if Fly Next is unavailable, with IMA Corp., within sixty (60) days of arrival (or in the case of a canceled charter, the intended date of arrival) of the last flight of your itinerary, IMA Corp. shall be released from all liability to you under the security agreement.
  
3. **AIR TRANSPORTATION:** Red Way / Fly Next flights are operated by Global Crossing Airlines, LLC (GlobalX) using either an A320 aircraft seating up to 180 passengers or an A321 aircraft seating up to 183 passengers. GlobalX supplies air transportation subject to all applicable laws and regulations governing the provision of commercial air transportation. Red Way, Fly Next and GlobalX reserve the right to substitute another duly licensed carrier and/or to change the aircraft type, capacity, and routing; no refund will be given for such substitutions or changes. Additionally, and subject to the provisions of this agreement governing "Major Changes," Red Way / Fly Next reserves the right to change the form of service from charter flight to scheduled flight and vice versa. Consumer protections afforded Public Charter passengers will apply only to those passengers who actually travel on a Public Charter flight. Passengers who actually travel on scheduled flights will receive only the consumer protections applicable to scheduled service. Tickets issued or procured by Red Way / Fly Next are neither endorsable to other carriers nor usable on other routes of the same carrier. Flight dates and times are not guaranteed, and Red Way / Fly Next is not responsible or liable for a participant making connections.
  
4. **CHECK-IN INFORMATION:** Please refer to your itinerary for check-in information.
  - (1) Passenger should arrive at the airport 2 hours before scheduled domestic flight departures and 3 hours before scheduled international flight departures.
  - (2) Passengers must check-in for a flight at least 60 minutes prior to the scheduled flight departure. Failure to check in within the allowed timeframe may result in cancellation of the Passenger's reservation without notice at Red Way / Fly Next's sole discretion.
  - (3) 30-Minute Rule. Failure of a Passenger to obtain a Boarding Pass and be present and available for boarding in the flight's boarding gate area at least thirty (30) minutes before the scheduled departure time may result in cancellation of the passenger's reservation without notice at Red Way / Fly Next's sole discretion. In such event, neither Red Way, Fly Next nor GlobalX shall be responsible or liable for your transportation. Please refer to Paragraph 6 below for additional information on no-shows.
  
5. **CANCELLATIONS BY Red Way / Fly Next, PRICE TERMS, AND MAJOR CHANGES:** Red Way / Fly Next reserve the right to cancel a trip for any reason, provided Red Way / Fly Next notifies you in writing within seven (7) days after the cancellation occurs, but no later than ten (10) days before the scheduled departure date. A full refund will be made within fourteen (14) days after such cancellation. **RED WAY / FLY NEXT WILL NOT CANCEL A TRIP LESS THAN TEN (10) DAYS BEFORE DEPARTURE, EXCEPT FOR CIRCUMSTANCES**

THAT MAKE IT PHYSICALLY IMPOSSIBLE TO PERFORM THE TRIP. If such a circumstance occurs, RED WAY / FLY NEXT will notify you as soon as possible; and if the trip is canceled, Red Way / Fly Next will refund all monies within fourteen (14) days. IF Red Way / Fly Next MAKES A PRE-DEPARTURE "MAJOR CHANGE" TO A TRIP, YOU MAY CANCEL UP TO SEVEN (7) DAYS FOLLOWING RECEIPT OF Red Way / Fly Next's NOTICE BUT NO LATER THAN TWENTY-FOUR (24) HOURS BEFORE DEPARTURE AND RECEIVE A FULL REFUND WITHIN FOURTEEN (14) DAYS AFTER CANCELLATION. Only the following constitute "major changes:" (i) a change in the departure or return date unless the change results from a flight delay experienced by the air carrier, although a delay of longer than forty-eight (48) hours will always be considered a "major change;" (ii) a change in the origin or destination city; (iii) a substitution of any hotel that is not named in this agreement, if applicable, or (iv) a price increase of more than ten (10) percent occurring ten (10) or more days before departure. If a "major change" occurs, Red Way / Fly Next will notify you within seven (7) days after learning of the change but at least ten (10) days before the scheduled departure. If Red Way / Fly Next first knows of the "major change" less than ten (10) days before departure, Red Way / Fly Next will notify you as soon as possible. IF A "MAJOR CHANGE" WHICH YOU ARE UNWILLING TO ACCEPT OCCURS AFTER YOUR OUTBOUND FLIGHT HAS BEEN COMPLETED, RED WAY / FLY NEXT WILL REFUND, WITHIN FOURTEEN (14) DAYS AFTER YOUR SCHEDULED RETURN DAY, THAT PORTION OF YOUR PAYMENT WHICH APPLIES TO THE SERVICE NOT PROVIDED.

6. PASSENGER CANCELLATIONS, ITINERARY CHANGES AND REFUNDS: IF YOU CANCEL OR CHANGE A CONFIRMED RESERVATION, OR IF YOU "NO-SHOW" FOR A FLIGHT, YOUR RIGHT TO A REFUND IS LIMITED AS FOLLOWS: A Passenger may request a Voluntary Change to their Confirmed Reservation by contacting the issuing travel agent or Red Way customer service (customerservice@goflyred.com). Changes to a non-refundable Confirmed Reservation may be subject to a Change Fee in accordance with Fly Next / Red Way's schedule of Baggage and Other Fees and as indicated in fare rules applicable to the fare purchased. If the fare increases, Fly Next / Red Way will also collect the difference between the original fare and the newly purchased fare. If the fare declines, the passenger is not entitled to any refund of a non-refundable Confirmed Reservation. Voluntary Changes to Confirmed Reservations on non-refundable fares will only be processed until twenty four hours prior to scheduled departure. In the event a Passenger with a non-refundable Confirmed Reservation does not request a Voluntary Change at least three-hours prior to departure (i.e. a "No-Show"), any funds related to the Confirmed Reservation are forfeited, and the Passenger has no right to future carriage related to this Confirmed Reservation. Cancellations and change requests should be made by reviewing instructions on your reservation or at goflyred.com. Any refund will be made within fourteen (14) days after the date of cancellation. If, at time of cancellation, a passenger provides a substitute participant utilizing the same itinerary, or if Red Way / Fly Next provides the substitute, a full refund less a 25% administrative fee will be provided. Red Way / Fly Next shall not be deemed to have provided a substitute participant unless all seats on the flight are sold out initially. A passenger may transfer their trip to another person with notice to Red Way / Fly Next no less than 10 business days before the originally scheduled date of departure.

#### 7. BAGGAGE ALLOWANCE AND LIABILITY:

In accordance to the fare rules outlined in this Participant Agreement, passengers are restricted to one item of carry-on Baggage (e.g., roller bag, garment bag, tote bag,) not to exceed 22 pounds / 10 kilograms and not to exceed external dimensions of 9" x 14" x 22" / 23 cm x 36 cm x 56 cm plus one smaller personal-type item (e.g., purse, briefcase, laptop computer case, backpack, small camera), provided that such items are capable of being carried onboard the aircraft by one Passenger without additional assistance, unless the Passenger requires assistance due to a disability, and are capable of being stowed under a seat or in an overhead compartment. Sizing boxes with 9" x 14" x 22" dimensions are located at many of Red Way's check-in locations, ticket counters, departure gates, boarding locations, and on many jet bridges. Fly Next / Red Way reserve the right to further restrict the number of carry-on items. A checked bag is subject to \$25 Fee. A checked bag weighing more than 50 pounds will incur an overweight fee up to the 70-pound limit. A secondary overweight fee can be added if the bag exceeds 70 pounds. Additional oversized fee may be incurred if the bag is also over standard size. Additional checked bag will incur the Regular Excess Fee and are subject to overweight and oversize fees if applicable. Red

Way / Fly Next will transport a maximum of 5 Checked Bags per Passenger, based on available space on the flight. TSA requires that passengers are allowed to bring one small bag of liquids, aerosols, gels, creams, and pastes through the checkpoint with your carry-on bag. These are limited to 3.4 ounces or less per container. Any overweight or oversized baggage (larger than suitcase size) will be carried, if at all, subject to load restrictions and additional charges. Red Way, Fly Next and GlobalX neither assume nor accept liability for lost, delayed, or damaged bags, except as provided in the terms and conditions of Red Way / GlobalX's applicable tariff and/or contract of carriage. For domestic (intra-United States) flights, baggage liability is limited to \$3,800 per passenger. For international flights, baggage limited is limited by applicable treaty. For flights governed by the Montreal Convention, baggage liability is limited to 1,288 Special Drawing Rights per passenger.

8. **RESPONSIBILITY:** Fly Next is the principal and is responsible for arranging to provide the services included in the trip. In all cases, transportation is subject to all of the terms and conditions of the respective carrier's applicable tariff and/or contract of carriage. In the case of scheduled airline service, refer to the air transportation ticket for conditions of carriage and notice of incorporated terms, and inquire of the airline for additional details. Airlines and other travel suppliers are not agents or employees of Fly Next but are independent contractors over whom Fly Next has no control. Accordingly, you hereby agree that, except as otherwise provided herein, Fly Next is not responsible or liable for any loss, injury, expense, damage to property or personal sickness, injury, or death that results directly or indirectly from (a) an act or omission of any air carrier or other travel supplier, or (b) any other cause or act, of whatsoever nature, beyond the direct and immediate control of Fly Next. Except as otherwise specified herein, in the event of non-operation of any flight due to reasons beyond the control of Fly Next, Fly Next's sole liability shall be to refund to you that portion of the price allocable to the services not provided. Any deviation from the trip that you initiate is solely your responsibility.

9. **IDENTIFICATION:** YOU MUST PRESENT GOVERNMENT-ISSUED PHOTO IDENTIFICATION BEFORE BOARDING; SUCH IDENTITY DOCUMENT SHOULD MATCH YOUR NAME AS IT APPEARS ON THE PASSENGER RESERVATION LIST. FAILURE TO PROVIDE THIS TYPE OF IDENTIFICATION COULD LEAD TO DELAY IN BOARDING OR TO DENIAL OF BOARDING, SO PLEASE BE SURE TO HAVE SUCH IDENTIFICATION (SUCH AS A DRIVER'S LICENSE) READY WHEN YOU CHECK IN.

10. **NOTICES:** All communication should be sent to Red Way / Fly Next at the address shown in Paragraph 1 above, or by emailing [info@goflyred.com](mailto:info@goflyred.com) Notices to Red Way /Fly Next are effective upon actual receipt by Red Way / Fly Next.

11. **APPLICABLE LAW:** This agreement is governed by and shall be construed under the laws of the State of Colorado.

12. **MISCELLANEOUS:** Red Way / Fly Next reserves the right to amend this agreement without notice to the passenger so long as such amendment is in compliance with applicable governmental regulations or waivers thereof. THE RIGHTS AND REMEDIES MADE AVAILABLE UNDER THIS AGREEMENT ARE IN ADDITION TO ANY OTHER RIGHTS OR REMEDIES AVAILABLE UNDER APPLICABLE LAW; HOWEVER, ACCEPTANCE OF A REFUND FURNISHED UNDER THIS AGREEMENT SHALL CONSTITUTE A WAIVER OF SUCH OTHER RIGHTS AND REMEDIES. PARTICIPANT AGREES THAT UNDER NO CIRCUMSTANCES SHALL FLY NEXT OR RED WAY BE LIABLE TO PARTICIPANT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), INCLUDING LOSS OF REVENUE, LOSS OF USE, OR ANTICIPATED PROFITS.

13. **INSURANCE:** Trip cancellation, health, and accident insurance can be purchased at your discretion through a provider of your choice.

14. INTERNATIONAL FLIGHTS: For international flights, additional restrictions may be imposed by the foreign government involved. If landing rights are denied by a foreign government, the flight will be cancelled; and you will receive a full refund of the applicable portion of your payment.

15. TRAVEL DOCUMENTS AND INSPECTION: Passengers traveling on an international flight shall comply with all laws, regulations, orders, demands, or travel requirements of countries to be flown from, into, or through, and with applicable laws. Fly Next / Red Way is not liable for any assistance, instructions, or information given by Fly Next / Red Way to any passenger in obtaining necessary documents or complying with applicable laws, whether given orally or in writing, or for the consequences resulting from passenger's failure to obtain such documents or to comply with applicable laws. Each passenger desiring transportation across any international boundary will be responsible for obtaining all necessary travel documents and for complying with all government travel requirements. The passenger must present all exit, entry, and other documents required by applicable laws, and, unless applicable laws do not permit it, shall indemnify Fly Next / Red Way for any loss, damage, or expense suffered or incurred by the Fly Next / Red Way from passenger's failure to do so. Fly Next / Red Way is not liable to the passenger for loss or expense due to the passenger's failure to comply with this provision. Fly Next / Red Way reserves the right to refuse carriage to any passenger who has not complied with applicable laws, regulations, orders, demands, or requirements or whose documents are not complete. Subject to applicable laws, passenger agrees to pay the applicable fare whenever Fly Next / Red Way, on government order, is required to return a passenger to their point of origin or elsewhere due to the passenger's inadmissibility into or deportation from a country, whether of transit or of destination. The fare applicable will be the fare that would have been applicable had the passenger's original reservation designated the revised destination on the new reservation. Any difference between the fare so applicable and the fare paid by the passenger will be collected from or refunded to the passenger as the case may be. Fly Next / Red Way may apply to the payment of such fares any funds paid by the passenger to Fly Next/ Red Way for unused carriage, or any funds of the passenger in the possession of Fly Next /Red Way. The fare collected for carriage to the point of refusal or deportation will not be refunded by the Fly Next / Red Way, unless the law of such country requires that such fare be refunded. If required, passenger must be present for the inspection of their baggage, checked or unchecked, by customs or other government officials. Fly Next / Red Way is not responsible to the Passenger if they fail to be present during the inspection. Passenger shall indemnify Fly Next / Red Way for any loss or damage resulting to Fly Next / Red Way due to passengers' failure to comply with or be present for such inspection.

**FLY NEXT / RED WAY  
PUBLIC CHARTER PARTICIPANT AGREEMENT**

PASSENGER AGREES TO ALL TERMS AND CONDITIONS OF THE FLY NEXT PUBLIC CHARTER OPERATOR PARTICIPATION AGREEMENT. BY PURCHASING ON THE WEBSITE (WWW.GOFYLRED.COM) THE PASSENGER MUST OPT IN TO THIS AGREEMENT AND NO PHYSICAL SIGNATURE IS REQUIRED. IF PAYING BY CREDIT CARD, PASSENGER ADDITIONALLY ACCEPTS ALL TERMS AND CONDITIONS OF THE CARD ISSUER AGREEMENT.

Passenger Signature: \_\_\_\_\_

Passenger Name (printed): \_\_\_\_\_

Date: \_\_\_\_\_

- Check box if you wish to be furnished information about trip cancellation, health, and accident insurance.